

STATE OF INDIANA)

CIRCUIT
IN THE LAKE COUNTY SUPERIOR COURT

COUNTY OF LAKE)

SS:

FILE CAUSE NO.

450010105CP00525

CLERK'S OFFICE

STATE OF INDIANA.

01 MAY 7 PM 3 20

Plaintiff,

ANNA H. ANDERSON
CLERK OF THE CIRCUIT COURT

v.

TROY CARPENTER,

Individually, and d/b/a

T.A.T. Construction,

Defendant.

CERTIFIED MAIL/

POST MARKED 05-04-01

COMPLAINT FOR INJUNCTION AND COSTS

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Justin G. Hazlett, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, and the Indiana Home Improvement Contracts Act, Indiana Code § 24-5-11-1 *et seq.*, for injunctive relief, costs, and other relief.

PARTIES

1. The Plaintiff, State of Indiana is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Indiana Code § 24-5-0.5-4(c) and Indiana Code § 24-5-11-14.

2. Defendant Troy Carpenter was the owner of T.A.T. Construction, Inc., an Indiana corporation that was administratively dissolved on or about March 12, 2001. Mr. Carpenter was authorized to enter into contracts on behalf of T.A.T. Construction, Inc.

FACTS

3. Since at least May 10, 1999, Defendant has entered into home improvement contracts with Indiana consumers.

4. On or about May 10, 1999, Defendant entered into a contract with William D. Crotty of Portage, Indiana wherein Defendant agreed to perform roofing work at Crotty's home, including the installation of new shingles and substrate, for a price of four thousand four hundred dollars (\$4,400). A true and correct copy of Defendant's contract with Crotty is attached and incorporated by reference as Exhibit "A."

5. Defendant failed to include the following information in his contract with Crotty:

- a. the telephone numbers and names of any agent to whom consumer problems and inquiries could be directed;
- b. the time limitation on Crotty's acceptance of the home improvement contract;
- c. the specifications of the work to be performed under the contract;
- d. a statement that specifications would be provided to Crotty before commencing any work, and that the contract was subject to Crotty's separate written and dated approval of the specifications; or
- e. a legibly printed or typed version of Defendant's or Crotty's names directly after or below their signatures.

VIOLATIONS OF THE HOME IMPROVEMENT CONTRACTS ACT

6. The services described in paragraphs 4 above are "home improvements" as defined by Indiana Code § 24-5-11-3.
7. The transaction referred to in paragraph 4 above is a "home improvement contract" as defined by Indiana Code § 24-5-11-4.
8. Defendant is a "supplier" as defined by Indiana Code § 24-5-0.5-2(a)(3).
9. By failing to provide Crotty with a completed home improvement contract containing the information referred to in paragraph 5 above, Defendant violated the Home Improvement Contracts Act, Indiana Code § 24-5-11-10.
10. Defendant's violations of the Indiana Home Improvement Contracts Act referred to in paragraph 9 constitute deceptive acts and subject Defendant to the remedies and penalties under Indiana Code § 24-5-0.5.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against Defendant, Troy Carpenter, enjoining him from the following:

- a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract which includes at a minimum the following:
 - i. the name of the consumer and the address of the residential property that is the subject of the home improvement;

ii. the name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

iii. the date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

iv. a reasonably detailed description of the proposed home improvements;

v. if the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

vi. the approximate starting and completion date of the home improvements;

vii. a statement of any contingencies that would materially change the approximate completion date;

viii. the home improvement contract price; and

ix. signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or typed version of that person's name placed directly after or below the signature;

b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract

before the consumer signs the home improvement contract and before the consumer can be required to make any down payment; and

c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendant for the following relief:

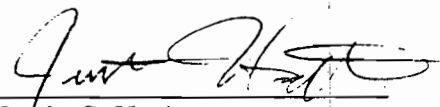
a. costs pursuant to Indiana Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

b. all other just and proper relief.

Respectfully submitted,

STEVE CARTER
Attorney General of Indiana
Atty. No. 4150-64

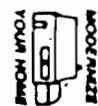
By:


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Troy Carpenter
Owner

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or 219-982-2138

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

| | |
|------------|---------------|
| NAME | ADDRESS |
| ADDRESS | CITY STATE |
| CITY STATE | DATE OF PLANS |
| PHONE NO | ARCHITECT |

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Remove EXISTING Roof Down TO WOOD DECK
Remove ALL TRASH FROM JOBSITE
INSTALL 15 # FELT Paper AS VAPOR BARRIER
INSTALL 25 YEAR ASPHALT 240 # SHINGLE (OWNER'S CHOICE)
Remove (4) VENTS AND INSTALL (6) VENTS
Remove AND Replace ~~Roof~~ PIPE FLASHINGS
RAISE GARAGE KECK TO MATCH HOUSE ROOF CLOSE AS POSSIBLE
Provide 25 year WARRANTY ON SHINGLES
Provide 10 year WARRANTY ON LABOR

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Paid in full, Mark Thompson Dollars (\$4400.00)
with payments to be as follows

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully submitted, TROY F CARPENTER

Per Troy Carpenter

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above

SIGNATURE William D. Proff 5-10-99
SIGNATURE

DATE